INVITATION TO BID	ARE OF	BIDS WILL BE P	UBLICLY OPENED:
STATE OF LOUISIANA		MAY 27, 2	010 10:00 AM
DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING	THE REAL PROPERTY.	PURCHASING AGEI	NCY NO. : 107001
====> VENDOR NO. : SOLICITATION : 2239608 FILE NO. : R12016N OPENING DATE : 05/27/10  VENDOR NAME AND ADDRESS  FILL IN VENDOR NUMBER (FEIN), NA ADDRESS ABOVE, BEFORE SUBMIT		2239608  OFFICE OF STATE OFFICE OF STATE POST OFFICE BOX BATON ROUGE, LA  BUYER BUYER PHONE DATE ISSUED REQ. AGENCY VILLA FEL AGENCY REQ. NO.	: JANA BRAUD : (225) 342-8036 : 05/04/10 : 320VFC FOLD HERE> LICIANA HOSPITAL : : 1331657 : : 11 : 94893 ATE : 00/00/00
MEDICAL WASTE DISPOSAL SERVICE VILLA FELICIANA MEDICAL COMPLEX			
TO BE CO  1. PLEASE REMOVE FROM THIS COMMODITY CODE.  2. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RE  3. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THE LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BU DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONT BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.  4. BID BOND ATTACHED, CERTIFIED CHECK ATTA BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RI	HIRTY (30) DAYS.  JT WILL NOT BE ( FRACTS, CASH DI	R.  CASH DISCOUNTS FOR  CONSIDERED IN  ISCOUNTS WILL BE ACCEPTED AND TAK  OTHER, IF REQUIRED.	EN
INSTRUC	TIONS TO BIDDE	RS	
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND S 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTION INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MAINVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. 7. DESIRED DELIVERY: 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SITHE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STAND IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE.	ION OR AS OTHE ADE WITHIN 30 D. O HOULD BE RETU SPECIAL ENVEL STATE OF LOUIS ARD TERMS AND	OR OTHER FORMS OF ALTERATION TO U  RWISE PROVIDED. BIDS CONTAINING "P. AYS AFTER RECEIPT OF PROPERLY EXE  OF BID.  RNED IN AN ENVELOPE OR PACKAGE CL OPE IF FURNISHED FOR THAT PURPOSE. BIANA INCLUDING BUT NOT LIMITED TO L O CONDITIONS; SPECIAL CONDITIONS; AN	FOLD HERE> AYMENT IN ADVANCE" CUTED  LEARLY MARKED WITH  LR.S. 39:1551-1736; ND SPECIFICATIONS LISTED  TIONS AND
SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WI'BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BI	THOUT COLLUSION	ON OR FRAUD. THIS BID IS TO BE MANUA	ALLY SIGNED IN INK
VENDOR PHONE NUMBER: FAX NUMBER:	TITLE		DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)	

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

#### 14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

## 15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

## 16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

## 17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

## 18. PRICES

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

## 19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

# 20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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#### 21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

#### 22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

#### 23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

## 24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

#### 25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

#### 26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

# 27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

# 28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

## 29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

# 30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 PICK UPS WILL BE SCHEDULED EVERY WEEK, WITH PICK UP DAYS BEING DETERMINED BY THE AGENCY. THE QUANTITIES AND POUNDS ARE ESTIMATED, AND AGENCY RESERVES THE RIGHT TO INCREASE AND/OR DECREASE AS NEEDED WITH NO EXTRA CHARGES INCURRED.

PICK UP CONTAINERS AND RED BAGS ARE TO BE SUPPLIED BY THE VENDOR. BOXES TO BE APPROXIMATELY 15" X 18" X 20" AND HOLD AN ESTIMATE WEIGHT OF 45 POUNDS EACH. BOXES OR BINS (DISPOSABLE OR REUSEABLE) MUST MEET ALL REQUIREMENTS AND REGULATIONS OF D.H.H., D.E.Q. AND E.P.A. IN REFERENCE TO DISPOSAL OF POTENTIALLY INFECTIOUS BIOMEDICAL WASTE, AND MUST BE ACCEPTABLE TO THE INFECTION CONTROL OFFICER AT THE AGENCY.

ALL CONTAINERS SUPPLIED MUST BE APPROPRIATELY LABELED. LABELS MUST BE WATER RESISTANT, LEGIBLE AND READILY VISIBLE. IF RE-USEABLE CONTAINERS ARE SUPPLIED, VENDOR IS RESPONSIBLE FOR CLEANING CONTAINERS PRIOR TO THEIR RETURN TO THE AGENCY FOR REUSE. AGENCY WILL PACKAGE AND SECURE THE APPROPRIATE MATERIALS IN RED BAGS (SUPPLIED BY VENDOR) SPECIFICALLY DESIGNED FOR BIO-MEDICAL WASTE AND PLACE THESE IN VENDOR'S BOXES.

VENDOR SHALL BE RESPONSIBLE FOR PICKING UP BOXES PIBMW FROM BUILDING'S STORAGE SITE AND RESPONSIBLE FOR LOADING INTO TRANSPORTATION VEHICLE.

VENDOR WILL ASSURE LIABILITY OF THE TRANSPORTATION AND DISPOSAL OF THE PIBMW PICKED UP AT THE AGENCY WITH A MANIFEST DETAILING DATE OF PICKUP AND DATE AND MANNER OF DISPOSAL.

VENDOR MUST SECURE PERMITS AND BE IN FULL COMPLIANCE WITH D.H.H., D.E.Q. AND E.P.A. IN ORDER TO TRANSPORT AND DISPOSE OF PIBMW FROM AGENCY. AGENCY MUST BE FURNISHED COPIES OF APPROPRIATE PERMITS.

SERVICE MUST BE SATISFACTORY; OTHERWISE, THE CONTRACT WILL BE CANCELLED UPON WRITTEN NOTIFICATION FROM AGENCY THIRTY (30) DAYS BEFORE DISCONTIUANCE OF SERVICE.

2 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE

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PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER SHOULD BE AWARE OF SECURITY REQUIREMENTS FOR THE CLAIBORNE BUILDING AND ALLOW TIME TO BE PHOTOGRAPHED AND PRESENTED WITH A TEMPORARY IDENTIFICATION BADGE.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

\*

## \*\*ATTENTION: \*\*

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE: HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 3 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.
- 4 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 5 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

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A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV

CONTRACT PERFORMANCE EVALUATION IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO HTTP://WWW.DOA.LOUISIANA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE .PDF, OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

7 SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER SIGNATURE

8 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY COMPREHENSIVE PUBLIC INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

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LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

9 POLLUTION LIABILITY INSURANCE (GRADUAL RELEASE AS WELL AS SUDDEN AND ACCIDENTAL):

COVERAGE LIMITS OF NOT LESS THAN \$1,000,000. A POLICY PERIOD INCEPTION DATE OF NOT LATER THAN THE FIRST DAY OF THE ANTICIPATED WORK UNDER THE SUBJECT CONTRACT AND AN EXPIRATION DATE OF NO EARLIER THAN 30 DAYS AFTER THE ANTICIPATED COMPLETION OF ALL WORK UNDER THE CONTRACT SHALL BE PROVIDED BY THE POLICY. FURTHERMORE, THE POLICY SHALL PROVIDE FOR AN "EXTENDED REPORTING PERIOD" OF NOT LESS THAN 24 MONTHS, W/FULL REINSTATEMENT OF LIMITS, FROM THE EXPIRATION DATE OF THE POLICY AND SHALL NOT BE CANCELLED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUMS. THE STATE OF LOUISIANA SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE POLICY AND THIS SHALL BE SO EVIDENT ON THE CERTIFICATE OF INSURANCE.

10 VENDOR MUST INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAYOUT AS DESCRIBED IN THE SOLICITATION, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE BROUGHT TO THE ATTENTION OF OFFICE OF STATE PURCHASING PERSONNEL IMMEDIATELY AND NO LATER THAN 7 DAYS PRIOR TO THE BID OPENING.

VENDOR MAY CONTACT JULIETTE LONDON AT 225-634-4063 TO SCHEDULE A JOB SITE VISIT.

\*\*\* JOBSITE VISIT IS MANDATORY.\*\*\* FAILURE TO COMPLY WILL ELIMINATE YOUR BID FROM CONSIDERATION.

THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS VISITED THE JOB SITE AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT.

VENDOR'S COMPANY NAME	STATE AGENCY'S NAME
VENDOR REP'S NAME (PRINTED)	AGENCY REP'S NAME (PRINTED)
VENDOR'S SIGNATURE	AGENCY'S SIGNATURE
DATE	

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- ANY ORDERS RESULTING FROM THIS SOLICITATION WILL BE PAID WITH NEW FY FUNDS, IF APPROPRIATED BY THE LEGISLATURE. DELIVERY CANNOT BE MADE PRIOR TO JULY 1 AND YOUR BID PRICES MUST BE FIRM FOR ACCEPTANCE AND DELIVERY ACCORDINGLY.
- 12 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.
- 13 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

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MBER : 2239608 EN DATE: 05/27/10 TIME: 10:00 AM IUMBER :	BIDDER:			Р	PAGE 9
LINE COMMODITY/SERVICE DESCRIPTION NO.	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOT	TAL
UNLESS SPECIFIED ELSEWHERE SHIP TO: VILLA FELICIANA HOSPITAL WAREHOUSE WAREHOUSE 4988 HIGHWAY 10 JACKSON, LA 70748					
VENDOR TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, PERMITS, ETC. TO PROVIDE SERVICE TO COLLECT, REMOVE AND DISPOSE OF POTENTIALLY INFECTIOUS BIO-MEDICAL WASTE (PIBMW), INCLUDING SHARPS FROM THE VILLA FELICIANA MEDICAL COMPLEX PER ATTACHED SPECIFICATIONS.  SERVICE PERIOD: JULY 01, 2010 THUR JUNE 30, 2011.  SPECIFY BRAND (& NUMBER IF APPLICABLE)	12	MO			